

the sale. Here is a case where property has been sold at about one-fourth its value. An inadequacy so great as, in the language of *Lord Eldon*, in *Coles vs. Trecothick*, 9 *Vez.*, 246, "to shock the conscience, and to amount, in itself, to conclusive and decisive evidence of fraud," and which would of itself be a sufficient ground for refusing a specific performance of a contract if it remained unperformed. But it is said, this is an executed contract, and the purchaser comes here simply asking for the fruits of his purchase, which the vendor is willing he shall have. The answer to this is, the vendor can neither read nor write, and it does not very clearly appear, whether the papers to which he has put his mark were read to him or fully understood by him, and that in a transaction where the price is so far short of the value of the thing sold as to subject it, without any other circumstance, to the reprobation of the court, every thing which can remove the suspicion of misapprehension or mistake on the part of the person making the sacrifice, should be supplied by him who sets up the contract.

There is, moreover, another thing apparent upon this record which weighs heavily against the purchaser. The deed, by which Henry conveyed the property to Mr. Wilson, bears date the 25th of June, 1850, and in the body of it, there is an acknowledgment of the receipt of the seven hundred and fifty dollars, the consideration money, and yet in point of fact, the money was not paid at the time, nor has it been paid since. It appears from the evidence of Samuel Twilley, that he sold to Henry a house and lot for two hundred and twenty-five dollars, upon the responsibility of Mr. Wilson, and that he has received from him on account the sum of seventy-five dollars, and this is all, so far as this record discloses, that Wilson has paid on account of his purchase of Henry. And his engagement to Twilley to pay the balance of the \$275, is verbal merely, Wilson having, as the witness states, given him no written obligation therefor.

But not only has Mr. Wilson taken from Henry a conveyance of this property, without having then or since paid the purchase money, but there is strong reason to think the security